## U.S. Department of Justice Washington, DC 20530

#### Exhibit A

To Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement

| and for EAC  | H additional foreign principal acquired subsequ | ently.              |
|--|---|---------------------|
| 1. Name and address of registrant  |   | 2. Registration No. |
| Cassidy & Associates, Inc. 700 13th Street, NW, Suite 400 Washington, D.C. 20005 |   | 5643                |
| 3. Name of foreign principal   | 4. Principal address of foreign                 | gn principal        |
| Equatorial Guinea  | Malabo, Guinea Equatoria                        | .1                  |
| 5. Indicate whether your foreign principal is one of the                         | e following:                                    |                     |
| Foreign government   |   |                     |
| ☐ Foreign political party  |   |                     |
| Foreign or domestic organization: If eith  | er, check one of the following:                 |                     |
| Partnership  | Committee                                       |                     |
| ☐ Corporation  | ☐ Voluntary group                               |                     |
| ☐ Association  | Other (specify):                                |                     |
| Individual-State nationality   |   |                     |
| 6. If the foreign principal is a foreign government, sta                         | ite:  |                     |
| a) Branch or agency represented by the regis<br>Foreign Minister                 | trant.  |                     |
| b) Name and title of official with whom regis<br>Pastor Micha Ondo Bile          | strant deals.                                   |                     |
| 7. If the foreign principal is a foreign political party, s                      | state:  |                     |
| a) Principal address.  |   | <u> </u>            |
| N/A  |   |                     |
| b) Name and title of official with whom regis                                    | strant deals.                                   | T 21 ET 2:37        |
| N/A  |   | ş Ç                 |
| c) Principal aim.  |   | <b>4</b> 7          |
| N/A  |   |                     |

| 8. If the foreign pri  | ncipal is not a foreign government or a foreign political party,  |                     |                |
|--|---|---------------------|----------------|
| a) State the   | nature of the business or activity of this foreign principal  |                     |                |
| N/A  |   |                     |                |
|  |   |                     |                |
|  |   |                     |                |
|  |   |                     |                |
| b) Is this fo  | reign principal   |                     |                |
|  | by a foreign government, foreign political party, or other foreign principal                                    | Yes 🔲               | N. 🗆           |
| Owned by a foreign government, foreign political party, or other foreign principal   |   |                     | No □           |
| Directed by a foreign government, foreign political party, or other foreign principal  |   |                     | No             |
|  | Controlled by a foreign government, foreign political party, or other foreign principal                         |                     |                |
| Financed by a foreign government, foreign political party, or other foreign principal  Subsidized in part by a foreign government, foreign political party, or other foreign principal |   |                     | No 🗌           |
|  |   |                     |                |
|  |   |                     |                |
|  | ncipal is an organization and is not owned or controlled by a foreign government, foreigh owns and controls it. | ign political party | or other forei |
| N/A  |   |                     |                |
|  |   |                     |                |
|  |   |                     |                |
|  |   |                     |                |
|  |   |                     |                |
|  |   |                     |                |
| Date of Exhibit A  | Name and Title Signature  |                     |                |
| ,  | Gregory M. Gill   | #1 01               | · - /          |
| 10/21/04   | Executive Vice President/General Counsel  | W H1                |                |
| - 101/01   |   | 11/10               | 4              |

### U.S. Department of Justice Washington, DC 20530

# Exhibit B To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0007

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| 1. Name of Registrant   | 2. Registration No.                            |   |  |  |  |
|---|--|---|--|--|--|
| Cassidy & Associates, Inc.  | 5643   |   |  |  |  |
| 3. Name of Foreign Principal  |  |   |  |  |  |
| Equatorial Guinea   |  |   |  |  |  |
|   | <del></del>                                    |   |  |  |  |
| Check Appropriate Boxes:  |  |   |  |  |  |
| 4. The agreement between the registrant and the above-named a copy of the contract to this exhibit.   | foreign principal is a formal written contract | . If this box is checked, attach                    |  |  |  |
| 5. There is no formal written contract between the registrant an principal has resulted from an exchange of correspondence. If this becopy of any initial proposal which has been adopted by reference in s | oox is checked, attach a copy of all pertinent | the above-named foreign correspondence, including a |  |  |  |
| 6. The agreement or understanding between the registrant and the exchange of correspondence between the parties. If this box is checken the parties of the correspondence between the parties.              | ked, give a complete description below of the  | formal written contract nor an                      |  |  |  |
| oral agreement or understanding, its duration, the fees and expenses,   | if any, to be received.                        | *****   |  |  |  |
|   |  |   |  |  |  |
|   |  |   |  |  |  |
|   |  |   |  |  |  |
|   |  | 7.21 PM 2: 38                                       |  |  |  |
|   |  | 三   |  |  |  |
| 7. Describe fully the nature and method of performance of the above   | e indicated agreement or understanding.        | <u> </u>  |  |  |  |
| Cassidy & Associates, Inc. will assist Equatorial Guinea in advancing   | ng its relationship with the United States by  | enhancing the United States'                        |  |  |  |

understanding of Equatorial Guinea's history, culture and strategic goals.

| Will the activities on footnote below?  If yes, describe all su | behalf of the above foreign principal include politic Yes No   | al activities as defined in Section 1(o) of the Act and in the   |
|---|--|--|
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| footnote below?  If yes, describe all su                        | Yes  No  \[ \begin{align*} \text{Inch political activities indicating, among other things.} align*               |  |
| If yes, describe all su   | ich political activities indicating, among other things  | s. the relations, interests or policies to be influenced together w  |
| the means to be emp   | ioyed to actificy cuits builbose.  | , we remained, merebia or portered to do initiativosa togoriai w   |
|   |  |  |
| Jassidy & Associates,<br>States' understanding                  | . Inc. will assist Equatorial Guinea in advancing its r<br>of Equatorial Guinea's history, culture and strategic | elationship with the United States by enhancing the United   |
| 3   | 1  | <b>8</b>   |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  | •  |
| ate of Exhibit B  | Name and Title   | 1 Signatural 1 A 1   |
|   | Name and Title<br>Gregory M. Gill  | Signature ///  |
|   | executive Vice President/General Counsel   | M HI WAV   |
| / / /   |  | XXXII. July  |
| otnote: Political activity as                                   | defined in Section 1(o) of the Act means any activity which the p  | erson engaging in believes will or that the person intends to, in any way influer<br>in the United States with reference to formulating, adopting, or changing the |

#### SERVICE AGREEMENT

CASSIDY & ASSOCIATES, INC. (CASSIDY & ASOCIADOS INC.)
EQUATORIAL GUINEA (GUINEA ECUATORIAL)

Let it be hereby known by the public that the CASSIDY COMPANIES INC. (THE CASSIDY COMPANIES INC.), a legally constituted corporation under the laws of the State of New York, known as CASSIDY & ASOCIADOS INC. (CASSIDY & ASSOCIATES, INC.) (hereinafter "CASSIDY"), with headquarters located at 700 13th St., NW. Suite 400. Washington, D.C. 20005, U.S.A. enter into an agreement with Guinea Ecuatorial (EQUATORIAL GUINEA) (hereinafter "GUINEA ECUATORIAL"), Malabo, Guinea Ecuatorial to render consulting services for a period of one year starting on October 1st 2004 and ending on September 30th, 2005. The monthly payment for these services will be ONE HUNDRED TWENTY THOUSAND U.S. DOLLARS (\$120,000.00 U.S. DOLLARS) that will be paid in advance every quarter.

The payment should be made in advance to CASSIDY in the amount of THREE HUNDRED SIXTY THOUSAND U.S. DOLLARS (\$360,000.00 U.S. DOLLARS) in four (4) quarterly payments for each period of three months, starting on October 1st 2004, followed by a payment on the date on or before each of the three remaining quarters, with a final payment that should be received on or before July 1st 2005. The payment shall be done by direct electronic transfer to the following account number: Banco HSBC USA (HSBC BANK USA), CMGRP, Inc. Account number #797-012834, CODE SWIFT: MRMDUS33RTL.

Certain traveling expenses of staff not belonging to Cassidy & Associates, Inc., have to be approved by Guinea Ecuatorial and such expenses will be billed at the end of each month. These expenses shall be paid monthly.

In its capacity as Consultant, CASSIDY will make its best effort to assist Guinea Ecuatorial in reaching their objectives related to governmental relations according to the previously provided offer dated on September 22<sup>nd</sup>, 2004, a copy of which is attached to this agreement for reference and is listed as Appendix A.

It is understood that CASSIDY doesn't have the ability to verify all data provided by Guinea Ecuatorial, all the information related to the materials manufactured or utilized by CASSIDY, under the approval of GUINEA ECUATORIAL. GUINEA ECUATORIAL agrees to compensate and hold CASSIDY harmless of and against all loses, compensation, damages, legal fees, expenses or other responsibilities which CASSIDY could incur (including its participation as witness for third parties in a dispute against Guinea Ecuatorial based on the information, representation, report, data or publications prepared and approved by GUINEA ECUATORIAL or any of its authorized representatives, for the use or publication by CASSIDY provided CASSIDY acted with all due professional diligence in the preparation of the aforementioned materials. These provisions shall remain in effect until one year after the expiration of the agreement.

As an expansion of the purpose of this agreement, CASSIDY will hire additional services, as needed, at the request of GUINEA ECUATORIAL including legal services, public relations services and technical analyses. These services shall be billed on a separate invoice, and will be in addition to the monthly fee owed to CASSIDY.

At the end of every three months and starting on the date this agreement is signed, CASSIDY and GUINEA ECUATORIAL will analyze and evaluate the progress made under this agreement.

While this agreement is in effect and for a period of one year after the expiration of the agreement, none of the parties shall hire as an employee, independent consultant, or in any other capacity, directly or indirectly, any of the employees of the other party that could have been involved, directly or indirectly, in the rendering of the services offered, without the express written authorization of the party in question.

None of the parties involved will have the right to assign any of their rights or delegate any of its functions under this agreement without the express and written approval of the other party.

Any dispute, controversy, lawsuit that is filed outside or regarding this agreement or a breach of contract shall be resolved amicably. If such dispute cannot be resolved amicably, it shall be entrusted to international arbitration, after the terms are mutually agreed on by both parties. The place where the arbitration shall take place should also be mutually agreed by the contracting parties. The language of the proceedings shall be in English and Spanish.

This agreement shall be governed by the laws of the countries of the contracting parties according to their respective jurisdictions.

This contract includes all the agreements reached by the parties and can be changed only in writing and signed by both parties.

This agreement enters into effect on the date that both parties sign it.

In witness thereof this agreement is signed by the representatives of GUINEA ECUATORIAL and CASSIDY.

Malabo, October fourth, two thousand four

By: GUINEA ECUATORIAL

By: CASSIDY

[Illegible Signature]
Pastor MICHA ONDO BILE
Foreign Affairs Minister
International Cooperation and
Francophone

[Illegible Signature]
GREGG HARTLEY
Chief of Office Operations